

Board of Selectmen Meeting - Tuesday, March 24, 2015. 7:09 p.m.
116 Main Road, Tyringham

Present-- Christopher Johnson, Gerard Miller.

Others present - Molly Curtin-Schaefer & (see attached list)

Mail was read, Treasury warrants were approved, previous minutes approved.

SCHOOL COMMITTEE: Pam Curtin was in to review the FY16 school budget. A discussion ensued about the budget. The transportation of school children was discussed as well as the current make-up of the Lee Public School System. Pam stated Tyringham has 4 kindergarteners entering school this year. (budget attached).

MOSQUITO CONTROL: A SRB-3 form was signed as a declaration of support for the proposed fiscal year budget as required by the Mosquito Control Board and the State.

CEMETERY FENCE BID OPENING:

AEGIS Restauro LLC, Belle Mead, NJ	\$ 53,000.00
Berkshire Fence, Sheffield, MA	\$ 57,200.00
John F. Graney Metal Design, Inc. Sheffield MA	\$116,000.00
Cape Cod Building, Inc. Bourne, MA	\$ 82,323.00
Village Forge, Inc. Readville, MA	\$148,000.00

Gerard Miller made a motion to take the bids under advisement and have the Cemetery and Historical Commission's review all bids and make a recommendation to the Selectmen at the next meeting on April 14, 2015. Christopher Johnson, seconded, no opposition.

ANIMAL CONTROL OFFICER: Gerard Miller made a motion to appoint John Springstube as Animal Control officer, Christopher Johnson seconded, no opposition. This appointment runs from May 1, 2015 until April 30, 2016.

CEMETERY : Max Rissman requested permission to shoot a short scene in the Tyringham Cemetery this summer. The Board agreed if the Cemetery Commission approved this request and Mr. Rissman submits liability insurance to the Town the request will be granted.

BROADBAND: Holly Ketron was in and a discussion ensued regarding the MBI (Massachusetts Broadband Institute) and Wired West in relation to the "last mile" hook up of hi speed internet. There are informational meetings that will be scheduled in the region in the next few weeks and attendance is important. Holly will be attending a meeting Wednesday, March 25, 2015 on this subject in Amherst, Christopher Johnson is going to try to attend.

FORREST STREET/GOOSE POND ROAD: Gerard Miller and Christopher Johnson were invited to attend the Lee DPW Board meeting today. Gerard stated they pleaded strongly for attention to the needs of Forrest Street and they received some positive feedback with cautionary tones in relations to the financial aspect of the problems with this road.

ANNUAL TOWN MEETING

- The Board would like a proposed FYE 16 budget from the Finance Committee prior to next Selectmen's meeting. Molly to follow up with the committee.
- Lakeside Drive needs a revised agreement before the meeting.
- Cooper Creek Road needs an agreement in place prior to the annual town in May – Leslie Beebe/Noah Choquette for follow up on this.
- The Board would like an article on the warrant to hire a surveyor to complete a mylar of Ridge Street. This mylar is needed prior to the Town voting on taking over Ridge Street as a Town Road.

MASS DOT: Christopher Johnson signed a contract for the state program called Winter Recovery Assistance Program (WRAP) This is a one-time contract allowing the Town to be reimbursed for up to \$15,547.00 for roadway repairs resulting from this year's harsh winter weather.

- Molly to follow up with Larry Gould in relation to the spec's for the Library roof.
- The Board would like to schedule a gathering in honor of Peter Curtin for his longevity as a Town Official. Molly to check on dates in May 2015.
- Les to look into posting our dirt roads this Spring to preserve them. Possibly posting the dirt roads to residential and deliveries traffic only.

Meeting adjourned 8:35 PM.


Christopher Johnson, Acting Chairman


Gerard Miller, Clerk

Peter Curtin, Chairman

BOARD OF SELECTMEN / BOARD OF HEALTH

Date: Tuesday March 24, 2015

[illegible]

MASSDOT STANDARD CONTRACT FORM



This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osc under [OSD Forms](#).

CONTRACTOR LEGAL NAME: Town of Tyringham (and d/b/a):		DEPARTMENT NAME: Massachusetts Department of Transportation MMARS Department Code: DOT	
Legal Address: (W-9, W-4, T&C): 116 Main Rd		Business Mailing Address: 10 Park Plaza, Boston, MA 02116	
Contract Manager: Christopher Johnson		Billing Address (if different):	
E-Mail: townhall@bcn.net		Contract Manager: Paul Jay	
Phone: 43.243.1749 Fax: 43.243.4942		E-Mail: Paul.Jay@state.ma.us	
Contractor Vendor Code: VC6000192012		Phone: 857-368-9150 Fax: 857-368-0661	
Vendor Code Address ID (e.g. "AD001"): AD AD001 (Note: The Address ID Must be set up for <u>EFT</u> payments.)		MMARS Doc ID(s): INTF00X02015S0087450	
RFR/Procurement or Other ID Number: WRAP			

<p style="text-align: center;"><u>X</u> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget)</p> <p><input type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u>, scope, budget)</p> <p><input checked="" type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)</p>	<p style="text-align: center;"><u> </u> CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: <u> </u>, 20 <u> </u>.</p> <p>Enter Amendment Amount: \$ <u> </u>. (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</p> <p><input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget)</p> <p><input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)</p>
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The following MassDOT **TERMS AND CONDITIONS (T&C)** has been executed, filed with CTR and is incorporated by reference into this Contract.

☒ MassDOT Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for MassDOT/Commonwealth owed debts under 815 CMR 9.00.

☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$15,547.

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); ☒ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This agreement is for the Winter Recovery Assistance Program (WRAP)

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

☒ 1. may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.

☐ 2. may be incurred as of , 20 , a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.

☐ 3. were incurred as of , 20 , a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth and MassDOT from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of June 30, 2015, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "**Effective Date**" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the MassDOT Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>3.24.15</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Christopher Johnson</u> Print Title: <u>Chairman of Selectmen</u>	AUTHORIZING SIGNATURE FOR MassDOT: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____
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